

Remarks

Claims 21-34 are pending.

Claims 28, 30 and 33 were objected for informalities corrected by amendments to the claims above.

Claims 21-34 were rejected under 35 USC 112, first paragraph, as failing to comply with the written description requirement. The claims have been amended to more clearly point out that the renegotiation is of “one or more of the first and second maximal data compressions to conform to the end-to-end maximal data compression” as supported in the specification on page 11, line 27 through page 12, line 21, for example. It is therefore submitted that these amendments to the claims, being supported in the specification, overcome the rejection under 35 USC 112 and withdrawal of this rejection is requested.

Claims 21-34 are rejected under 35 USC 102(e) are being anticipated by Fayad et al. (US Patent No. 6,757,250).

Fayad teaches two different processes that are involved in establishing a connection between the modems 302 and 304. In a first case, discussed at col. 6, line 52 through col. 7, line 19, a reliable protocol is used between the gateways and between each gateway and its respective modem. In this case, each segment is negotiated independently.

In a second case, an unreliable data protocol is used between the various segments, requiring that *parameters* need to be harmonized between them at col. 8, line 11, through col. 9, line 26. By the ITU’s own definitions, a parameter is something defined within a protocol. Therefore, when a reliable protocol is used between the segments, the segments negotiate independently. When an unreliable protocol is used, the segments must harmonize parameters between them.

In the office action, however, these two cases were used together, even though they are two separate instances that are mutually exclusive. For example, in the analysis of claim 1, the first case where the segments are negotiated independently is used in reference to determining the first and second maximal data compressions, and the second case for harmonization is used in reference to selection and end-to-end maximal decompression. However, the end-to-end maximal decompression is not used in the first instance of Fayad.

Further, Fayad does not teach, show or suggest *renegotiating one or more of the maximal data decompressions to conform to the end-to-end maximal data decompression.*

Claim 21 also requires *saving the end-to-end maximal data compression in memory; and using the end-to-end maximal data compression stored in memory to prevent renegotiation of by the first or second legs.* This is not shown, taught or suggested by Fayad. This language was previously in claims 23 and 24.

The office action alleges that Fayad teaches this at col. 11, lines 31-37, which states, “After any of the above options has been executed between modem 302 and gateway 306, modem 302 is suitably configured in a “wait state.” The “wait state” can be any state or sequence of states involved in the modem training and protocol negotiation processes that can be *used to delay the completion of the processes until the modem training and protocol negotiation can be done modem-to-modem* [emphasis added].” This refers to holding one modem in a wait state until both modems are ready to complete the ‘modem training and protocol negotiation process.’ The claimed limitation is that the end-to-end maximal data compression *that has already been negotiated* and completed is stored in memory and used to prevent any changes. Therefore, Fayad does not teach this claimed limitation.

